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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

TRUSTEES OF THE PLUMBERS AND  
PIPEFITTERS UNION LOCAL 525  
PENSION PLAN; PLUMBERS AND  
PIPEFITTERS UNION LOCAL 525  
PENSION PLAN,

Plaintiffs,

vs.

SOUTHWEST AIR CONDITIONING, INC. a  
Nevada corporation;

Defendants.

Case No.

**COMPLAINT**

Plaintiffs allege:

1. This action arises under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §§ 1001-1500, as amended by the Multiemployer Pension Plan Amendments Act of 1980 (“MPPAA”) (29 U.S.C. §§ 1001-1461 (1982)).

**PARTIES**

2. The Plumbers and Pipefitters Union Local 525 Pension Plan (the “Plan”) is an “employee benefit pension plan” as defined in 29 U.S.C. § 1002(2); and a “multiemployer plan”

1 as defined in 29 U.S.C. §§ 1002(37) and 1301(a)(3).

2 3. The Board of Trustees (the “Trustees”) for the Plan is the “plan sponsor” within  
3 the meaning of 29 U.S.C. § 1002(16)(B)(iii), and the Trustees are fiduciaries of the Plan under 29  
4 U.S.C. § 1002(21)(A).

5 4. Defendant Southwest Air Conditioning, Inc. (“Southwest”) is a Nevada  
6 corporation, with its principal place of business located in Las Vegas, Nevada.

7 **JURISDICTION AND VENUE**

8 5. This Court has jurisdiction over this action pursuant to 29 U.S.C. § 1451(c).

9 6. The District of Nevada is a proper venue pursuant to 29 U.S.C. § 1451(d), as the  
10 Plan is administered in Las Vegas, Nevada.

11 **SOLE CLAIM FOR RELIEF**  
12 **Payment of Entire Withdrawal Liability**

13 7. Paragraphs 1 through 6 are restated and incorporated by reference.

14 8. Southwest was a participating employer in the Plan.

15 9. Southwest withdrew from participation in the Plan, which thereby required the  
16 Plan to assess withdrawal liability against Southwest in the amount of \$425,190.

17 10. By letter dated April 5, 2016, the Plan notified Southwest of the assessed  
18 withdrawal liability and that payment could be made in full or in 2 quarterly payments beginning  
19 on June 1, 2016, plus a final payment due on December 1, 2016.

20 11. Southwest failed to make its first quarterly payment.

21 12. On June 29, 2016, the Plan notified Southwest that it would be in default if it failed  
22 to cure its nonpayment within sixty (60) days pursuant to MPPAA.

23 13. Southwest failed to cure its nonpayment within sixty days.

24 14. Pursuant to 29 U.S.C. § 1399(c)(5)(A), the Plan seeks a money judgment against  
25 Southwest of the entire assessed withdrawal liability plus interest, liquidated damages, attorney’s  
26 fees and costs.

1 WHEREFORE, Plaintiffs prays for relief as follows:

2 1. For a judgment against Southwest Air Conditioning, Inc., for the entire amount of  
3 the assessed withdrawal liability of \$425,190, interest, liquidated damages and attorney's fees and  
4 costs.

5 2. For additional interest, liquidated damages, attorney's fees and costs that may  
6 accrue prior to entry of judgment.

7 2. For other equitable relief as provided by ERISA; and,

8 3. For any other relief the Court deems appropriate.

9  
10 Dated: October 7, 2016.

BROWNSTEIN HYATT FARBER SCHRECK, LLP

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